



CITY COUNCIL

Public Safety Committee

Monday, October 15, 2007

Agenda

5:00 p.m.

I. Residential Health and Safety Review Ordinance 5:00 p.m.

- Review of Proposed Ordinance
- Discuss Implementation and Methods of Enforcement

Upcoming Topics

Property Settlement Review (Feb)

Codes Enforcement (Mar)

Trash Collection (Mar) – *ordinance passed in August*

Anti Litter Program (Mar)

Renter Licensing & Tax (April)

Fireworks Ordinance – last discussed 8-21 MM to research and provides draft (April)

Update on Citizens Inspection Program (May)

Update on enforcement of both curfew ordinances (May)

Update on enforcement of Disruptive Tenant Ord and Appeal Board (June)

Update on Norfolk Southern codes compliance (June)

Progress report – Demolition Project (July)

Right of Way (ROW) Ordinance (July) – *completed as Sidewalk Vendor Ord*

B I L L N O. _____ 2007

A N O R D I N A N C E

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF READING BY ADDING TO CHAPTER 10 – HEALTH AND SAFETY THE RESIDENTIAL HEALTH AND SAFETY INSPECTION ORDINANCE AND REQUIRING THE INSPECTION OF RESIDENTIAL FAMILY DWELLINGS PRIOR TO SALE OF TRANSFER.

WHEREAS, substandard and deteriorated housing has a detrimental effect upon the safety and stability of neighborhoods, is environmentally undesirable and therefore detrimental to City residents and to neighboring communities; and

WHEREAS, improving the residential housing environment and providing for neighborhood stability throughout the City requires periodic inspection of all residential properties in the City to ensure that such premises conform to the City's Property Maintenance Code and other applicable laws; and

WHEREAS, inspection of residential housing, as established by this ordinance, will protect occupants from substandard housing and work to maintain neighborhood stability which will improve the quality of life and create a desirable community for all residents.

THEREFORE THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Amending the Codified Ordinances of the City of Reading by adding to Chapter 10 - Health and Safety the Residential Health and Safety Inspection Ordinance which requires the inspection of non-rental single family dwellings as attached in Exhibit A.

SECTION 2. This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor's veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Enacted _____, 2007

President of Council

Attest:

City Clerk
(*Councilor Sterner & Council Staff*)

EXHIBIT A

PART 12 RESIDENTIAL HEALTH AND SAFETY

§10-1200. Declaration of Purpose. The City Council finds that the establishment of a periodic housing inspection program for rental units is necessary to protect the public health, safety, and welfare by ensuring the proper maintenance of such housing, by identifying and requiring correction of substandard housing conditions, and by preventing conditions of deterioration and blight that could adversely affect economic conditions and the quality of life in the City.

§10-1201. Definitions.

AGENT - any person who for monetary or other consideration aids a seller in the sale of property. Whenever used in any clause prescribing or imposing a penalty, the term "agent," as applied to partnerships and associations, shall mean the partners or members thereof and, as applied to corporations, the officers thereof. Liability shall be limited to failure to notify the seller of the obligations imposed by this Part.

AGREEMENT - written agreement or written instrument which provides the City with the ability to perform a Residential Health and Safety Inspection.

BUYER - an individual who acquires legal or equitable title pursuant to an agreement of sale.

CERTIFIED INSPECTOR - an individual certified by the Codes Office to perform residential health and safety inspections. Such inspector shall, at a minimum, be certified as per Pennsylvania State Law in the relevant passages of the Pennsylvania Consolidated Statutes Title 68, Real and Personal Property, Part III, Residential Real Property, Chapter 75, Home Inspections.

CITY INSPECTOR - an employee or contractor engaged by the City of Reading to do, among other things, residential health and safety inspections.

CODES OFFICE - City of Reading Codes Enforcement Office.

CORRECTIVE DIRECTION or DIRECTION - a written notice issued by the Codes Office directing any repair or remediation, corrective or other action relating to any deficiencies as set forth in a report which may include a time frame within which any such action must be taken.

DEFICIENCIES - those items indicated on a residential health and safety inspection report which require repair, remediation or corrective action and/or are hazardous conditions.

DWELLING UNIT or UNIT - a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

INDIVIDUAL - Any person, partnership, association, corporation or other entity.

OCCUPANCY CERTIFICATE - the certificate issued by the City of Reading to the owner of a residential dwelling indicating that the building is in proper condition to be occupied.

PROPERTY - Single family dwellings with any building or other improvement(s) thereon.

REHAB PLAN - work plan to correct the dwelling unit's deficiencies identified by the Codes Enforcement Office.

RENTAL DWELLING - A building arranged, designed, and intended to provide two (2) or more dwelling units. Individual dwelling units may share party walls with other units and either have common outside access areas or have individual outside access areas. Types of such buildings shall include townhouses, apartments, and/or condominiums.

REPORT ACKNOWLEDGEMENT - a written document acknowledging responsibility to correct any deficiencies set forth in a report.

RESIDENTIAL HEALTH AND SAFETY INSPECTION REVIEW- an inspection to determine the condition of a property in accordance with such standards of minimum habitability and safety as shall be determined by the Codes Office, which report shall designate such conditions as require repair or remediation and those that present a hazardous condition for the current use of the property. A residential health and safety inspection report shall be valid for a period of 6 months from the date of such inspection.

RESIDENTIAL HEALTH AND SAFETY INSPECTION REPORT or REPORT - a report issued by a City Inspector or a sub-contracted inspector setting forth the results of a residential health and safety inspection which shall include the designation of such conditions as shall require repair or remediation and any hazardous conditions.

REHABILITATION ("REHAB") PLAN - a buyer (or in the event a sale is not consummated, a Seller), may, in the event they deem they cannot meet the time frames to correct any violations as set forth in any correction directive from the Codes Office specifying the time frame for the repair or remediation of any deficiencies, may request in writing that the Code Office extend the correction or remediation time or times set forth in such correction directive. Such request shall specify the reasons for such request(s) and the suggested time frames for such correction(s) or remediation. If accepted by the Codes Office, the party requesting same shall be bound to complete the work within the time frame as agreed to by the Codes Office. If not accepted by the Codes Office, the work shall be completed within the time frame set forth in the correction directive.

SALE - the transfer of any legal or equitable interest in or title to property, including exchanges of properties.

SELLER - the owner of the property that will be transferred or sold.

(Ord. 64-2005, 10/10/2005, §1)

SETTLEMENT – the culmination of a particular transaction involving real property which results in the transfer or conveyance of a property from one party to another.

SINGLE FAMILY DWELLING –A building arranged, intended, or designed to be occupied exclusively as a residence for one (1) family and having no common wall with an adjacent building. Types of such buildings shall include mobile homes and modular units.

§10-1202. Residential Health and Safety Inspection Required.

1. A residential health and safety inspection shall be completed in accordance with the provisions of this Part within six months of the settlement of any residential real property within the City of Reading, except solely where the sale occurs within 9 months of the date of issuance of a code compliance letter. At the time an agent undertakes to represent a seller in the sale of property, the agent shall inform the seller of the requirements of this Part.

2. A property owner or Buyer may request an inspection prior to settlement.
3. At settlement the buyer shall sign an agreement that will initiate the inspection of the residential dwelling.
4. Any review (whether pre or post agreement of sale) shall remain valid for a period of 6 months from the date of such report and may be relied upon during such period for the purposes of this Part.
5. The Codes Enforcement Office shall, within 15 business days from the receipt of the agreement or inspection request from the property owner or buyer, shall schedule an inspection of the residential dwelling.
6. Upon the completion of a residential health and safety report, a copy of the report shall be personally delivered to or mailed by certified mail, return receipt requested, to the property owner or buyer. The copy of the occupancy report shall also be filed in the Codes Enforcement Office.
7. At any time after the receipt of the report, the Codes Office may undertake such further actions or inspections as it deems appropriate consistent with the applicable Ordinances of the City of Reading including, but not limited to, a full inspection for any applicable codes compliance and/or the issuance of a correction directive based upon the report to repair or remediate or otherwise correct any deficiencies indicated in the report within such time as may be set forth in the correction directive.
10. In the event a correction directive is issued, the property owner or buyer may request a rehab plan. The Codes Office shall, within 15 days of receipt of a request for rehab plan, indicate in writing whether the plan is acceptable and, if any provisions are not acceptable, indicate what modified time periods, if any, would be acceptable. The property owner or buyer, as the case may be, shall be bound to make any corrections or undertake any such remediation as set forth in the correction directive in the time frame set forth in the correction directive, subject to any modification in the correction directive as may be accepted by the Codes Office.

§10-1203. – Inspection Procedure: Upon receipt of the agreement, the Code Enforcement Office shall, with fifteen (5) business days, conduct an inspection of the property to determine compliance with minimum standards and requirements as follows:

- Each dwelling unit must have a smoke detector installed on each floor level;
- An existing acceptable 60 ampere service, or a minimum 100 ampere three (3) wire electric service, must be installed for the dwelling;
- All kitchen countertop receptacles and bathroom receptacles must be ground fault circuit interrupter protected;
- All sidewalks and curbs must be in good repair, free of large cracks (covering more than 50% of surface area or greater than a ¼ inch in width) and crevices, missing bricks and tripping hazards (greater than ½ inch), and in compliance with the Codified Ordinances;
- All properties must be supplied with clearly identifiable numbers (minimum of 4 inches tall) outside the property, in clear view of the street, designating the street number of the property;

- No illegal sewer connections, as defined under the applicable Borough's current sewer inspection policies.
- The property must be free from peeling or chipped paint
- INSERT OTHER

§10-1204. Fees.

1. **Administration Fee.** The fee for processing a residential health and safety inspection performed by a certified inspector: \$50.
2. **City Inspection Fee.** The fee for a residential health and safety inspection by a Codes Enforcement Inspector shall be: \$150 plus any other associated administrative fees and costs.
3. The administrative fee shall be paid not later than the delivery of the report to the Codes Enforcement Office. Seller shall be responsible for the payment of the inspection fee no later than the earlier of settlement on the agreement of sale or 30 days from the date of the review report. Notwithstanding the foregoing, buyer and seller shall not be prohibited from privately agreeing that buyer will reimburse seller for such fees.

§10-1205. Penalty.

1. Failure to sign an Agreement at settlement: \$500 and eviction from property if owner refuses take corrective actions.
2. Failure to submit to an inspection associated with this ordinance: \$1000 and eviction from dwelling.
3. Failure to correct deficiencies identified in the report and/or within the terms of the rehab plan: \$1000 and eviction from dwelling.
4. Agent's failure to inform the seller about the terms of this Part shall be fined \$500.

§10-1206. Regulations - Forms.

The Codes Enforcement Office is hereby authorized to establish regulations, consistent with the provisions of this Part, to prepare and distribute forms to implement this Part and to set such criteria and provide for the qualifications and training as to applicable City ordinances and regulations of certified inspectors and to do any and all other acts as are necessary to implement the terms of this Part.

§10-1207. Liability of City/Buyer/Inspector.

1. The issuance of a review report is not in any way a representation or guarantee by the City or the City Inspector that the property is without violations or in compliance with the applicable ordinances and codes. Any such review shall not be deemed a "codes" inspection" and is intended solely for the use of the City and is not intended to replace or supplement any private inspection of the condition of the property as may be deemed desirable by a buyer.
2. Neither the enactment of this Part nor the preparation and delivery of any document pursuant hereto shall impose any liability upon the City inspector or any errors or omissions contained in any report nor shall the City, City inspector bear any liability not otherwise imposed by law. The owner of any property shall remain wholly liable for compliance with the City's Property Maintenance Code, the Zoning and Use Ordinances and any and all other applicable ordinances of the City.

3. Nothing herein shall be deemed to prevent a buyer and seller from entering into an agreement between themselves that the seller will reimburse buyer for or undertake the cost of any necessary renovations or repairs to make the property compliant with the City Property Maintenance Code or other ordinances.